

AGREEMENT
BETWEEN THE
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,
SANTA ANA REGION
AND GOODRICH CORPORATION
REGARDING INVESTIGATION REQUIREMENTS
SET FORTH IN WATER CODE SECTION 13267 ORDER OF
SEPTEMBER 24, 2002

This Agreement is made between the California Regional Water Quality Control Board, Santa Ana Region ("Regional Board"), and Goodrich Corporation ("Goodrich").


1. Whereas, the Regional Board is conducting an extensive investigation of perchlorate contamination of water supply wells in the Rialto, Colton, and Fontana area of San Bernardino County (the "Perchlorate Contamination");
2. Whereas, as a result of the Perchlorate Contamination, the closure of numerous water supply wells has led the Regional Board to believe there is an urgent need for a response action;
3. Whereas, the Regional Board has issued orders pursuant to California Water Code Section 13267 to several suspected dischargers of perchlorate requiring that they conduct comprehensive investigations to determine the sources of the Perchlorate Contamination;
4. Whereas, the Regional Board has requested that parties named in those orders respond to the urgent water supply needs of these communities;
5. Whereas, the Regional Board issued an order pursuant to California Water Code Section 13267 to Goodrich on September 24, 2002, requiring it to conduct a certain investigation of the Perchlorate Contamination (the "September 24, 2002 Order"), a copy of which is attached hereto as "Attachment A";
6. Whereas, Goodrich proposes to enter into an agreement with the Cities of Colton and Rialto, the West San Bernardino County Water District, and the Fontana Water Company to provide substantial funding to allow those water purveyors to provide wellhead

treatment for some of the affected wells (the "Agreement"), a copy of which agreement is attached hereto as "Attachment B";

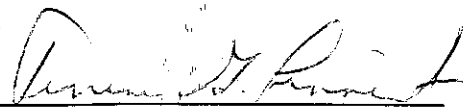
7. Whereas, Goodrich denies that it is liable for the Perchlorate Contamination;
8. Whereas, Goodrich's Agreement to provide funding will substantially assist the water purveyors in those communities to perform wellhead treatment to commence remediation of the Perchlorate Contamination and to provide their residents with water;
9. Whereas, it is in the best interest of all concerned that the funding by Goodrich be made available;

Therefore, it is agreed:

1. That, contingent upon and in consideration of Goodrich's Agreement to provide the funding set forth in Attachment B, for a period of two years as set forth in the Agreement, the Regional Board shall hold in abeyance any enforcement action on the requirements set forth in the September 24, 2002 Order issued to Goodrich;
2. That, for a period of two years as set forth in the Agreement, the Regional Board shall not otherwise require Goodrich to conduct an investigation, remediation, or otherwise respond with respect to the Perchlorate Contamination;
3. That, the Regional Board shall in good faith use its best efforts to diligently pursue the identification of all suspected dischargers and sources of the Perchlorate Contamination and require others to investigate and remediate the Perchlorate Contamination during the term of the Agreement, including but not limited to work substantially similar to that proposed by Goodrich in response to the September 24, 2002 Order.
4. That, Goodrich shall in good faith execute its obligations under the Agreement in Attachment B.


By Gerard J. Thibeault
Executive Officer
California Regional Water Quality
Control Board, Santa Ana Region

Date: Jan 30, 2003


By Terrence G. Linnert
Executive Vice President
Human Resources and Administration
General Counsel
Goodrich Corporation

Date: Jan. 28, 2003